

PROTECTIVE COVENANTS FOR SUNDIAL ACRES
A Subdivision in the County of Albany
State of Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Roger E. Prenzlow, the undersigned developer, is the owner of the following described real estate located in the county of Albany, State of Wyoming, to wit:

- ✓ Lots one (1) through four (4) Block One,
 - ✓ Lots one (1) through four (4) Block Two,
 - ✓ Lots one (1) through seven (7) Block Three,
 - ✓ Lots one (1) through five (5) Block Four,
 - ✓ Lots one (1) through six (6) Block Five,
- Sundial Acres Subdivision.

NOW HEREFURE, the undersigned does hereby make the following declarations as to limitations and restrictions of uses to which said land may be put, hereby specifying that said declarations shall constitute covenants to run with the above described land and shall accrue to and be binding upon all present and future owners of said land, for the purpose of protecting the attractiveness and value of said land and the buildings to be erected thereon as a carefully protected residential community, to wit:

1. LAND AND BUILDING TYPE: No lot shall have more than one singlefamily dwelling of not more than two stories in height and all of the outbuildings shall be one story in height. No business house, no automobile service station, no flats or apartment houses, and no building of any kind except private dwelling houses and such outbuildings as are customarily appurtenant to each residence, provided, however, that a physician, dentist, surgeon, real estate or other professional person may be permitted to maintain an office in his residence, provided the same complies with all the following conditions: (1) Is carried on only within the residence building. (2) Is carried on in not more than 20% of the gross floor space of the dwelling buildings. (3) Employs not more than one person residing outside the dwelling building. (4) Presents no external evidence of business except one sign less than two square feet in area identifying the premises, occupant, or occupation. (5) Sign to be flat mounted, unanimated and non-flashing.

2. ARCHITECTURAL CONTROL: No building, fence, wall or structure shall be erected, placed or altered on any plot until the construction plans and specifications and a plan showing the location of the structure have been approved by harmony of external design with the existing structures, and as to location with respect to topography and finish grade elevations. Should the committee fail to approve or disapprove such plan, design and location within thirty days after the same have been submitted to it, or in any event if no suit to enjoin the erection of such building or structure or the making of such alterations have been commenced prior to the completion thereof, then such approval will not be required and the requirements of this covenant shall be deemed to have been met. All structures shall be completed within six months from the date of Committee approval or issuance of building permit, whichever shall first occur.

3. DWELLING COST, QUALITY AND DESIGN: All buildings shall be of good quality construction. No dwelling shall be permitted on any lot with less than a living area of one thousand (1,000) square feet, exclusive of porches, garages and basements. In no case shall mobile homes be permitted whether single or double wide. The Architectural Control Committee shall primarily concern itself with the approval of locations of buildings, exterior appearance and finish. Only original construction will be permitted; this is not intended to restrict the moving of houses on to the property, assembled off-site, so long as they are of new construction. Well permits are to be obtained from the Wyoming State Engineers Office. Sewage disposal systems shall be in accordance with regulations established by the Wyoming Department of Environmental Quality, Water Quality Division and permits for such systems shall be obtained therefrom.

4. SET BACK OF BUILDINGS FROM STREET LINES: No residence or any part thereof shall be erected or maintained on any plot or plots, nearer than twenty feet from the front line or any side line, or any part thereof, provided that the Committee may, in its sole discretion, waive this restriction when application of the same would create a hardship arising out of the shape of the particular plot or other physical circumstance. No outbuildings shall be erected on any plot nearer than one hundred feet from the front lot line or any part thereof, except by change according to the above requirements. All out buildings shall correspond in style and architecture to the residence to which they are appurtenant.

5. RESTRICTIONS AND USE: No basement, garage, barn, tent or other outbuilding shall be occupied or used as a residence, temporarily or permanently; nor shall any temporary structure be occupied as a residence. No radio tower, antennae or aerial shall be permitted over any part of a plot unless attached to a residence and extending not more than ten feet above the roof of the occupied residence. No fence or wall higher than six feet in the rear yard and four feet in the front yard shall be erected or maintained on any plot nor in such a way as to cause a hazard at traffic intersections. No signs, posters or billboards (other than as provided in paragraph 1) may be maintained on any plot except to advertise the availability of the premises for purchase or construction and then only by permission of the Committee. No noxious or offensive activity shall be carried on upon any plot nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

6. MAINTENANCE OF PREMISES: No plot shall be used for any type of storage of cars, trucks, house trailers, machinery, heavy equipment, goods warehousing, junk or salvage yard, merchandising, rich grave, sand, earth, or any other matter or thing except for the storage of lumber or other building material during the construction of a dwelling thereon. Each plot shall be kept in a sanitary and sightly condition at all times. No trash, ashes, or other refuse may be thrown or dumped on any plot. The Committee, from time to time promulgates rules and regulations relating to the location for trash receptacles, requiring concealed, underground, or built-in receptacles. Every residence constructed upon a plot shall be equipped with such. Solid wastes shall not be burned or disposed of on site. Such wastes shall be taken to a sanitary land fill or if service is provided by a commercial trash hauler, it may be removed under contract. No tank for the storage of oil or gasoline may be maintained on any plot above the surface thereof except water tanks for animals. No further division of a lot shall be permitted unless at some future date a water and sewer district is created (or hook up to municipal sewer and water) and such further division is then approved by the Homeowner's Association and the applicable regulatory agencies.

7. LIVESTOCK AND ANIMALS: Not more than two horses may be kept on any lot. Horses do not include mules or donkeys. No studs or male colts over ten months old are permitted. Not more than two dogs and two cats may be kept as household pets on a lot. No animals, livestock or poultry of any kind, shall be kept, bred or maintained for commercial use or purpose. Animals for 4-H or FFA projects may be kept for the project year only. Projects shall be limited to market lambs and steers (no swine or poultry). In no event shall the aggregate number of animals, excluding household pets, be more than four animals.

8. OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon any plot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected maintained, or permitted on any plot.

9. EASEMENTS: Easements for installation and maintenance of utilities, drainage facilities, are served as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow or drainage channels in the easements. Electric and telephone utilities shall be underground.

10. ARCHITECTURAL CONTROL COMMITTEE: The committee is composed of Roger E. Prenzlow, Thomas Trocki and Barbara Prenzlow, all of the owner's address. A majority of the committee may designate a representative to act for it. In the event of death of or the resignation of any member, the remaining members shall have full authority to appoint another member to fill the vacancy. The Architectural Control Committee shall be automatically disbanded at such time as the last lot is sold and the duties and responsibilities transferred to the Homeowners Association at that time.

11. There shall be no storage of non-farm diesel trucks, tractors, semi-trailers, or other large equipment on any of the tracts, including lumber and other building materials except during the construction of a dwelling or other improvements.

12. Homeowners Association: Ownership of a site shall entitle such owner to a membership in the Homeowners Association: such owner shall be subject to the rules, regulations, and assessments, if any, adopted by such Association. Assessments may be imposed for road maintenance, fire reservoir maintenance, common area improvements or such other improvements as are approved by a majority of the association membership. It shall be specifically understood that maintenance of the fire protection reservoir is mandatory by the Homeowners Association after all sites are sold by the undersigned. The water storage reservoir shall be kept full utilizing water from the well provided on Lot 1, Block Four. The owner of said lot shall agree to provide water to said fire protection reservoir and in return the Homeowners Association shall maintain and repair the pump for the well on said lot. No site may be resold without an approved transfer of said certificate of membership and until 50% of the available sites have been initially sold, approval of said membership transfers shall be retained by the owners of the unsold sites. Thereafter the approval shall be with the Committee chosen from the membership of the Homeowners Association.

13. SUNDIAL ACRES HOMEOWNERS COMMITTEE: The Homeowners Association shall govern itself in accordance with the attached Homeowners Association Agreement.

14. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date of recording, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by two-thirds vote of the owners of the plots has been recorded, agreeing to change of said covenants in whole or part. Any changes to these covenants must be agreed to in writing by two-thirds of the owners of all platted lots in Sundial Acres.

15. ENFORCEMENT: Shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, even by loss of membership.

16. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

It is the desire of the developers, to have an area totally wholesome for the welfare of families. These covenants are written with this in mind.

ATTACHMENT A

HOME OWNERS' ASSOCIATION AGREEMENT

All lots in any platted portion of Sundial Acres have been made subject to membership in the home owners' association.

Sundial Acres Home Owner's Association shall be responsible for the maintenance of roadways, rights of way and the fire water storage at the intersection of Sage Drive and Meadow Lane (Lot 1, Block Four).

The property owners' association shall levy such assessments for said maintenance and other miscellaneous operating costs as are deemed necessary by said property owners' association. As provided in paragraph 12 of the Protective Covenants, maintenance of the fire protection reservoir is mandatory.

Each lot owner shall be entitled to one vote in said association. Any unpaid assessments levied by the association shall constitute a lien against the property of the delinquent member. The decision of the majority of the members of the association shall be final, and no individual property owner may dictate the use of any funds of said association. No one shall be entitled to any portion of said funds, and they shall be used only by the association for the betterment of those properties which are the responsibility of the association.

All active members of Sundial Acres Home Owners Association, their families, guests and tenants, shall have the right to use the common areas designated in Sundial Acres Plat.

A two thirds majority of the owners of lots in Sundial Acres Subdivision shall have the right to amend this agreement at any time.

A Board of Directors shall manage the affairs of the association, and shall consist of not less than three nor more than five members, and who shall serve for a term of three years. Of the first board approximately one third shall be elected for one year, approximately one third shall be elected for two years, and approximately one third shall be elected for a term of three years, with each director being elected for a three year term thereafter.

It is agreed that membership in the property owners' association shall be a covenant running with the land, and no property included within these covenants may be withdrawn therefrom. All future conveyances of any property included in this agreement shall be subject to the terms hereof and the Charter and By-Laws of Sundial Acres Property Owners' Association.

All common areas shall be deeded to the association by Roger E. Prenzlou and said association shall accept title thereto at such time as Prenzlou is the owner of less than 50% of the lots constituting the Sundial Acres Subdivision.

This agreement shall in no way affect or modify the protective covenants heretofore filed regarding land use, building type, dwelling quality and size, building locations, or any other portion of prior protective covenants not specifically amended hereby.

328

TO WHOM IT MAY CONCERN:

We, Sundial Acres, Inc., owner of Lot 2, Block 1; Lot 3, Block 1; Lot 4, Block 1; Lot 1, Block 2; Lot 2, Block 2; Lot 1, Block 3; Lot 2, Block 3; Lot 3, Block 3; Lot 4, Block 3, Sundial Acres, Albany County, Wyoming, have been advised that Sundial Acres, Inc. has received and may accept an offer to purchase Lot 1, Block 1, Sundial Acres, from The Bible Baptist Church of Laramie, Wyoming. The Bible Baptist Church intends to build a church on the Lot and a detached, non-animated sign not to exceed 16 square feet identifying the church.

I am aware that the Protective Covenants exclude this use; however, I do not object provided that all other provisions of the Protective Covenants remain effective and that Paragraph 2 of the Protective Covenants pertaining to architectural control prevails. This partial exclusion for Lot 1, Block 1, shall not extend to any other lots.

[Signature]
President



Attest:

[Signature]
Secretary

County of

The foregoing instrument was acknowledged before me by Sundial Acres, Inc. this 30th day of October, 1980.



[Signature]
Notary Public

Commission expires 2-8-82

No. 698292 filed for record this 8th day
of Nov., 1980, at 9:53 'clock a m.

TO WHOM IT MAY CONCERN:

I, Roger E. Prenzlow, owner of Lot 3, Block 2; Lot 4, Block 2; Lot 5, Block 3; Lot 6, Block 3; Lot 2, Block 4; Lot 3, Block 4; Lot 4, Block 4; Lot 5, Block 4; Lot 1, Block 5; Lot 3, Block 5; Lot 5, Block 5; Lot 6, Block 5; Sundial Acres, Albany County, Wyoming, have been advised that Sundial Acres, Inc. has received and may accept an offer to purchase Lot 1, Block 1, Sundial Acres, from The Bible Baptist Church of Laramie, Wyoming. The Bible Baptist Church intends to build a church on the Lot and a detached, non-animted sign not to exceed 16 square feet identifying the church.

I am aware that the Protective Covenants exclude this use; however, I do not object provided that all other provisions of the Protective Covenants remain effective and that Paragraph 2 of the Protective Covenants pertaining to architectural control prevails. This partial exclusion for Lot 1, Block 1, shall not extend to any other lots.

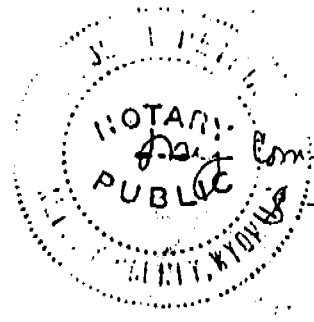
Roger E. Prenzlow

STATE OF

County of

The foregoing instrument was acknowledged before me by Roger E. Prenzlow this 30th day of October, 1980.

*Dr. Jean Petrik
Notary Public*



*Commission expires
-28-82*

TO WHOM IT MAY CONCERN:

I, aka Wade Wykert, owner of Lot 4, Block 5, Sundial Acres, Albany County, Wyoming, have been advised that Sundial Acres, Inc. has received and may accept an offer to purchase Lot 1, Block 1, Sundial Acres, from The Bible Baptist Church of Laramie, Wyoming. The Bible Baptist Church intends to build a church on the Lot and a detached, non-animated sign not to exceed 16 square feet identifying the church.

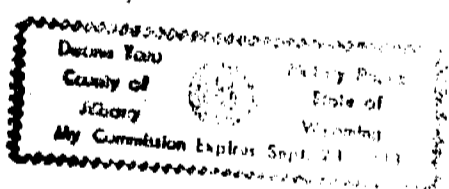
I am aware that the Protective Covenants exclude this use; however, I do not object provided that all other provisions of the Protective Covenants remain effective and that Paragraph 2 of the Protective Covenants pertaining to architectural control prevails. This partial exclusion for Lot 1, Block 1, shall not extend to any other lots.

Wade Wykert
Oct 13, 80

STATE OF Wyoming
County of Albany

The foregoing instrument was acknowledged before me by Wade Douglas Wykert this 13th day of October, 1980.

My commission expires Sept 28, 1985



Charles L. ...
Notary Public

TO WHOM IT MAY CONCERN:

We, Robert L. Root and Margaret L. Root, owners of Lot 1, Block 4, Sundial Acres, Albany County, Wyoming, have been advised that Sundial Acres, Inc. has received and may accept an offer to purchase Lot 1, Block 1, Sundial Acres, from the Bible Baptist Church of Laramie, Wyoming. The Bible Baptist Church intends to build a church on the Lot and a detached, non-attached sign not to exceed 16 square feet identifying the church.

We are aware that the Protective Covenants exclude this use; however, we do not object provided that all other provisions of the Protective Covenants remain effective and that Paragraph 2 of the Protective Covenants pertaining to architectural control prevails. This partial exclusion for Lot 1, Block 1, shall not extend to any other lots.

Robert L. Root
Margaret L. Root

STATE OF
County of

The foregoing instrument was acknowledged before me by Robert L. Root and Margaret L. Root this 9 day of October, 1980.

Notary Public
My Commission Expires Jan. 1981
[Signature]
Notary Public

TO WHOM IT MAY CONCERN:

I, Michael J. Dueweke, owner of Lot 7, Block 3, and Lot 2, Block 5, Sundial Acres, Albany County, Wyoming, have been advised that Sundial Acres, Inc. has received and may accept an offer to purchase Lot 1, Block 1, Sundial Acres, from the Bible Baptist Church of Laramie, Wyoming. The Bible Baptist Church intends to build a church on the Lot and a detached, non-animated sign not to exceed 16 square feet identifying the church.

I am aware that the Protective Covenants exclude this use; however, I do not object provided that all other provisions of the Protective Covenants remain effective and that Paragraph 2 of the Protective Covenants pertaining to architectural control prevails. This partial exclusion for Lot 1, Block 1, shall not extend to any other lots.

Michael Dueweke

STATE OF North Carolina
County of Cumberland

The foregoing instrument was acknowledged before me by Michael J. Dueweke this 7th day of October, 1980.



Matthew D. White
Notary Public
My Commission Expires
Dec 10, 1984